

REMARKS

Reconsideration and continued examination of the above-identified application are respectfully requested.

The amendment to the specification corrects a typographical error. The amendment to the claims further defines what the applicants regard as the invention. Full support for the amendment can be found in the specification, for instance, at page 7. Accordingly, no questions of new matter should arise and entry of this amendment is respectfully requested.

At page 2 of the Office Action, the Examiner rejects claims 1, 19, and 23 under 35 U.S.C. §112, second paragraph. First, the Examiner rejects the term "laminate" in claim 23 as a relative term, which renders the claim indefinite. The Examiner believes that the identified term is not defined by the claim, and that the specification does not provide a standard for ascertaining the requisite degree, and that one of ordinary skill in the art would not be reasonably apprised of the scope of the invention.

In the same paragraph, the Examiner also indicates that the term "capable" in claims 1 and 19 is a relative term, which renders those claims indefinite. The Examiner believes that the term "capable" is not defined by claims 1 and 19, and that the specification does not provide a standard for ascertaining the requisite degree, and that one of ordinary skill in the art would not be reasonably apprised of the scope of the invention.

In response to the applicants' previous arguments, the Examiner states that the term "capable" is indefinite because it can be interpreted as a possibility of bonding the edges of the planks with the solvent; therefore, no definiteness of the bonding of the edges of the planks with the solvent exists. The Examiner also states that the term "laminate" is indefinite because it is unclear

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whether or not the applicants desire one layer or a multiple number of layers affixed on the surface of the core. For the following reasons, this rejection is respectfully traversed.

The term "capable" is immediately clear to a person of ordinary skill in the art, and such a person would find the exact details of the Examiner's rejection somewhat difficult to understand. Additionally, it is interesting to note that the Examiner has allowed other patents to issue that recite the term "capable" in the claims. Therefore, it is difficult to reconcile how the Examiner is able to understand the term "capable" in other patents examined by her, such as U.S. Patent No. 6,485,130, but unable to understand the term "capable" in the present application. In fact, the applicants were able to find over 174,882 patents, 3 of which are assigned to Mannington, that include the term "capable" in at least one of the claims. To advance the prosecution of this application, the term "capable" has been replaced with other words. The scope of these claims has not been altered by this amendment.

The term "laminated" would also be immediately clear to a person of ordinary skill in the art and is in common use in the flooring industry. It is clearly a recognized term in the art. Additionally, the term "laminated" is defined in the specification at page 4, lines 27-29 as a material located on the thermoplastic core for purposes of providing the design and textured appearance of the plank. Furthermore, laminate is defined as a product made by bonding together two or more layers of material, as can be seen from the attached publication by Technical Committee of the North American Laminated Flooring Association. Additionally, it is interesting to note that other patents have issued that recite the term "laminated" or "laminated affixed" in the claims. In fact, U.S. Patent Nos. 5,975,249; 4,706,424; and 4,898,763 specifically recites "laminated is affixed" or "laminated affixed" in at least one of the claims. In fact, the applicants were able to find over 13,743

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patents that include the term "laminate" in at least one of the claims. Thus, one skilled in the art would clearly understand the meaning of the term "laminate" as used in the present application. Accordingly, the rejection of the terms "capable" and "laminate" under 35 U.S.C. §112 should be withdrawn.

At page 2 of the Office Action, the Examiner rejects claims 1-6 under 35 U.S.C. §102(b) as being unpatentable over Peralt Anstalt (GB 1,178,565). The Examiner states that Peralt Anstalt shows a surface covering comprising two or more polymeric planks having edges, wherein the planks are connected to each other by a bonding agent, wherein the bonding agent is present on at least one of the edges, of at least one of the planks, and wherein the bonding agent is composed of at least one solvent capable of at least bonding the edges of the planks, as shown at column 1, lines 17-22. The Examiner also notes that Peralt Anstalt shows that the bonding agent consists of tetrahydrofuran (THF), as shown in column 1, lines 30-31. The Examiner also states that Peralt Anstalt shows the surface covering, wherein the bonding agent includes various identified organic solvents as stated at column 1, lines 30-31. Finally, the Examiner states that Peralt Anstalt shows that the bonding agent is present on at least each edge of each thermoplastic plank connected together to another thermoplastic plank, and that Peralt Anstalt shows that the bonding agent is present on two opposite edges of each plank, as shown at column 1, lines 17-22.

Additionally, in response to the applicants' previous arguments that Peralt Anstalt does not teach edge-to-edge bonding, the Examiner states that Peralt Anstalt teaches overlapping edges. According to the Examiner, the overlapping edges overlap at the edge of the plastic sheets wherein the edges bond together. Therefore, according to the Examiner, Peralt Anstalt teaches edge-to-edge bonding because "overlapping" is defined as "to have an area or range in common with."

Furthermore, in response to the applicants' previous arguments that "opposite edges" do not appear in the prior art, the Examiner asserts that Peralt Anstalt teaches that the top and bottom of the surface edges are in opposite directions and receive bonding agent, which furthermore meets the claim limitation. For the following reasons, this rejection is respectfully traversed.

Peralt Anstalt shows a different product that is joined together in a completely different manner. As stated earlier, Peralt Anstalt is directed to exterior panels that are used in roofing applications, and the term "overlapping" appears in the text (page 1, lines 16-19) and in the claims. Such a configuration would be typified by the overlapping of shingles on a roof, or clapboard on a house, and this configuration is confirmed by reference to the Figures. Such an overlapping configuration would be essential to ensure a watertight seal in outdoor applications, such as the roofs mentioned in the specification.

By contrast, in the claimed invention the planks are designed preferably for floors. In such applications, the joining would be edge-to-edge, with no overlap of any kind, to produce a flat surface. The present wording of the claims does not show the overlapping configuration found in Peralt Anstalt. The claimed invention relates to floor surface covering and the claims specifically mention the bonding agent being applied to the "edges" of the planks, as in claim 1. Furthermore, one skilled in the art would not overlap a floor surface covering.

The Examiner is clearly misreading the plain meaning of the language and of the diagrams. Several parts of the reference make it clear that the bonding of Peralt Anstalt is overlapping, rather than edge-to-edge. In particular, the text identified by the Examiner does not support the stated conclusion, since it does show the nature of the bonding, but is instead largely directed to "an apparatus for joining together plastic sheets."

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Additionally, the Examiner quotes a large number of potential welding agents in the Office Action, and, as support, cites column 1, lines 30-31. The Examiner is correct in indicating that the presence of only a single welding agent in common between the reference and claimed invention is sufficient to support a rejection. However, the agent in Peralt Anstalt is not used in an edge-to-edge joining, but in an overlapping connection that would not be used in flooring.

With respect to the Examiner's argument regarding bonding the opposite edges, the final configuration of the planks in Peralt Anstalt is clearly overlapping, not edge-to-edge, as would be found in the present invention. Therefore, as the Examiner acknowledges, Peralt Anstalt relates to top and bottom surfaces, not the edges, which actually receive the bonding agent in Peralt Anstalt.

The "edges" that the Examiner speaks of being overlapping are not really the edges at all; they are portions of the top and bottom faces of the panels. The cited reference does not show panels being connected together in any configuration except by an overlapping configuration, which is different from the claimed invention. In the claimed invention, the welding agent is applied to the edges of the planks, not to their top or bottom faces, so as to avoid producing an overlapping structure. In fact, one skilled in the art of flooring would not look into overlapping configuration. From the above, it is clear that Peralt Anstalt does not teach or suggest the claimed invention. Accordingly, the rejection under 35 U.S.C. §102 over Peralt Anstalt should be withdrawn.

At page 2 of the Office Action, the Examiner rejects claims 22, 23, and 27 under 35 U.S.C. §103(a) as being unpatentable over Peralt Anstalt in view of Boultinghouse (U.S. Patent No. 4,666,549). The Examiner notes that Peralt Anstalt shows a surface covering as previously described, and that Peralt Anstalt shows that the polymeric plank has a polymeric core with a laminate affixed on the surface of the core. The Examiner admits that Peralt Anstalt does not

show that the polymeric plank is in the shape of a tile. Additionally, Peralt Anstalt does not show that the bonding agent is composed of at least two different solvents capable of at least bonding the edges of the polymeric portion of the plank. However, in the Examiner's view, Boultinghouse teaches that the bonding agent shows at least two different solvents capable of at least bonding the edges of the polymeric portion of the plank, for the purposes of providing a permanently welded resinous block copolymer, as shown at column 1, line 34 of that reference.

Therefore, the Examiner concludes that it would have been obvious to one of ordinary skill in the art, at the time the invention was made, to have provided Peralt Anstalt with a bonding agent comprising at least two different solvents capable of at least bonding the edges of the polymeric portion of the plank, for the purposes of providing a permanently welded resinous block copolymer, as taught by Boultinghouse.

Additionally, the Examiner states that it would have been an obvious matter of design choice to make the plank in the shape of a tile, since such a modification would have involved a mere change in the shape of the component. The Examiner states that a change in shape is generally recognized as being within the level of ordinary skill in the art.

The Examiner states that Peralt Anstalt shows a polymeric plank that is made of two sheets that are combined into a two-film laminate, wherein one of the laminates can be defined as the polymeric core and the other portion can be said to be fixed to the surface of the core.

In response to the applicants' previous arguments that Boultinghouse does not teach or suggest at least two different solvents, the Examiner asserts that Boultinghouse teaches at least one hydroxyl-ether and/or keto-ether, which are at least two different solvents because "at least one" means more than one solvent can be present and the conjunction "and" in "hydroxyl-ether and keto-

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ether” shows two different solvents. Thus, according to the Examiner, Boultinghouse discloses the claimed invention wherein at least two different solvents are used.

Additionally, in response to the applicants’ previous arguments that no suggestion to combine the Boultinghouse and Peralt Anstalt references exists, the Examiner states that Boultinghouse teaches a welding composition to weld polymers together and Peralt Anstalt describes plastic planks being welded together by a welding solvent. Therefore, the Examiner asserts that the motivation to combine the two references together is to weld the two polymeric planks together for the purpose of providing a permanently welded resinous block copolymer. For the following reasons, this rejection is respectfully traversed.

The text cited by the Examiner from Peralt Anstalt (column 1, line 12) does not refer to a polymeric core with a laminate affixed to the surface of the core. The cited text merely refers to sheets of “plastic material.” Likewise, the Examiner has not identified any portions of Boultinghouse that refer to a polymeric core with a laminate affixed to the surface of the core.

With respect to the Examiner’s argument that Peralt Anstalt shows a polymeric plank that is made of two sheets that are combined into a two-film laminate, the two sheets laminated together simply do not form a polymeric plank with a core, as in the claimed invention. Additionally, the idea that a “core” could be merely one side of a two-sided laminate is an attempt to stretch language beyond its normal meaning in order to generate a rejection. The specific meaning of a preferred polymeric plank with a core is set forth in the application at page 4, lines 17-29. Therefore, no combination of Peralt Anstalt and Boultinghouse could generate the subject matter of claim 23, which refers to a polymeric plank having a polymeric core with a laminate affixed to the surface of the core.

Additionally, the text cited by the Examiner from Boultinghouse (column 1, line 34) does not show the presence of "at least two different solvents." The applicants have not been able to locate the cited language at the identified portion of the patent. There is text in Boultinghouse that refers to "at least one hydroxyl-ether and/or keto-ether" (column 1, lines 45-50) or "at least one keto-ether and/or hydroxyl-ether solvent" (column 3, lines 16-18). While the use of the phrase "at least one" might infer that more than one solvent can be used, the reference does not show the specific support for a mixture of two solvents that the Examiner alleges. In fact, there is no suggestion in Boultinghouse that mixtures of solvents are desirable or yield improved properties at all.

Also, the passage cited by the Examiner (column 3, lines 16-29) also specifically refers to a polymer that is added to improve the viscosity of the welding solution. The Examiner does not explain why this feature is important or how it relates to the number of solvents present. The purpose of the added polymer is to prevent the welding solution from running "off the surface to be welded" (column 3, lines 18-20), so the polymer is merely an additive and thickens the real solvent, not a second solvent. Accordingly, Boultinghouse does not teach or suggest the claimed invention. Therefore, the combination suggested by the Examiner does not teach or suggest the use of "at least two different solvents," as required by claim 28.

Furthermore, Boultinghouse pertains to the specific case when welding a resinous block of copolymers containing anti-block agents, such as a microcrystalline wax, as set forth at column 1, lines 17-19. Therefore, one skilled in the art by reading Boultinghouse would conclude that the invention of Boultinghouse would only work with resinous block copolymers having an anti-block agent. Unless Peralt Anstalt is made of resinous block copolymers or containing anti-block agents,

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one skilled in the art would not be motivated to combine the teachings of the two references. As such, for the reasons set forth above, claims 22, 23, and 27 are patentable. Additionally, claims 22, 23, and 27 are dependent directly on claim 1. Therefore, the reasons set forth above with respect to the patentability of claim 1 would also apply to these claims. Accordingly, the rejection under 35 U.S.C. §103 over Peralt Anstalt in view of Boultinghouse should be withdrawn.

At page 2 of the Office Action, the Examiner withdraws the 35 U.S.C. §103 rejection of claims 19-20 over Peralt Anstalt in view of Del Rincon et al.

However, at page 3 of the Office Action, the Examiner rejects claims 19-20 under 35 U.S.C. §103(a) as being unpatentable over Del Rincon et al. in view of Peralt Anstalt. More specifically, the Examiner asserts that Del Rincon et al. describes two or more polymeric planks (col. 1, line 17) and splines (col. 1, lines 58 and 59) located between at least a portion of the polymeric planks, wherein at least a portion of the planks and splines are connected to each other by a bonding agent (col. 2, line 8). Additionally, according to the Examiner, the bonding agent is applied to the spline. The Examiner acknowledges that Del Rincon et al. fails to disclose that the bonding agent comprises tetrahydrofuran, cyclohexanone, methylene chloride, dimethyl formamide, toluene, acetone, ethylene dichloride, methyl ethyl ketone, n-methyl pyrrolidone, methyl isobutyl ketone, dipropyl ketone, isophorone, methyl amyl ketone, nitrobenzene, methyl cyclohexanone, acetyl acetone, or combinations thereof. However, according to the Examiner, Peralt Anstalt teaches tetrahydrofuran as a bonding agent.

As such, the Examiner concludes that it would have been obvious to one of ordinary skill in the art at the time the applicants' invention was made to have provided Del Rincon et al. with tetrahydrofuran, as a bonding agent in order for the bonding agent to completely evaporate after

connecting the sheets so that a connection similar to a welded connection is obtained under pressure as taught by Peralta Anstalt.

In response to the applicants' previous arguments that Del Rincon et al. does not relate to the same material as the claimed invention (making it impossible to use organic solvents such as THF to bond the planks together), the Examiner notes that Del Rincon et al. discloses that the boards can be made of oriented strand boards (OSBs), which contain plastic parts, also known as polymers, combined with wood. Therefore, according to the Examiner, Del Rincon et al. discloses the same material as the claimed invention. For the following reasons, this rejection is respectfully traversed.

Del Rincon et al. does not relate to the same material as the claimed invention. The claimed invention relates to methods of joining polymeric planks. By contrast, Del Rincon et al. describes wooden planks, as noted in the abstract. Wood and/or fiber board is not plastic, and no combination involving Del Rincon et al. could generate the claimed invention. Additionally, the OSB referred to in Del Rincon et al. is not a polymeric plank, but is a plank made from wood chips connected together by a binder. The binder is only used to bind the wood chips. According to Del Rincon et al., composite materials such as wood chips, can be embedded in the spline. Most likely, the wood chips are embedded in the spline to make the spline more compatible with the wooden planks. Thus, the planks described in Del Rincon et al. are wooden planks and the splines are made from thermoplastic material that can also include wooden chips. Moreover, Del Rincon et al. does not teach or suggest binding at least the spline and plank together. The thermosetting materials described in column 2, lines 7-10 of Del Rincon et al., are not used as a binding agent to bind the spline and plank together. Instead, the thermosetting materials are the building material of the

spline.

Furthermore, the thermosetting material described in column 2, lines 7-10 of Del Rincon et al. teaches away from having at least one solvent capable of binding at least the spline and plank together because the thermosetting materials of Del Rincon et al. have different properties and characteristics than the solvents/welding agent of the claimed invention. When the thermosetting materials of Del Rincon et al. harden, they cannot be softened to fuse two surfaces together or act as a solvent to bind two surfaces together.

Furthermore, it is difficult, if not impossible, to see how organic solvents that would clearly bond polymeric materials together, such as THF, could be used to achieve a similar result with wooden planks. Wood is simply not soluble in organic solvents in the same manner as a polymeric compound. Therefore, it seems implausible that wooden planks could be "welded" to another wooden plank, or to a polymeric plank, using the solvent shown in Peralt Anstalt.

Additionally, references must be evaluated as a whole, and attempts to selectively choose certain elements of the reference (for instance, the splines) generally constitute an impermissible use of hindsight. Del Rincon et al. does not teach using any sort of welding agent. In other words, the splines hold the boards together by mechanical or frictional forces. Therefore, a person skilled in the art would have no reason to use a completely different technique, i.e., solvent welding, which is used in the present invention, especially because an acceptable solution is already present without solvent welding.

Additionally, it does not seem physically possible to combine the teachings of the two references. Peralt Anstalt concerns overlapping plastic panels, i.e., panels that are joined together in the manner of shingles. By contrast, Del Rincon et al. concerns wooden boards that are joined

edge-to-edge, using a spline. Thus, it is physically impossible to place a spline between two panels that are not joined edge-to-edge, and Peralt Anstalt clearly relates to a configuration in which the panels are joined in an overlapping manner. Therefore, the geometrical and spatial requirements of the two references are not physically combinable, and as such, it would not be possible to generate the claimed invention from the teachings of these two references. Accordingly, the rejection under 35 U.S.C. §103(a) over Del Rincon et al. in view of Peralt Anstalt should be withdrawn.

In the Office Action, the Examiner does not specifically reject claims 31 and 32 of the present application. However, the Examiner responds to the applicants' previous argument that Brown does not disclose polymeric tiles nor the welding agents desired by the applicants. The Examiner asserts that Brown was used to simply illustrate the well-known teaching of tiles being connected side-by-side with an adhesive, wherein the combined tiles are a surface covering that comprises a floor. Additionally, the Examiner asserts that Peralt Anstalt was used to teach polymeric planks having edge-to-edge bonding with a welding solvent. Thus, the Examiner concludes that it would have been obvious to one of ordinary skill in the art, at the time the claimed invention was made, to have provided Peralt Anstalt with a surface covering that comprises a floor for the purpose of obtaining a resilient dynamic system of flexible joints utilized to join the tiles together as taught by Brown. For the following reasons, these comments are respectfully traversed.

Brown does not show a conventional flooring system with polymeric planks. Brown is a specialized invention of considerable complexity, as may be appreciated by reference to its 249 figures, 179 columns of text, and 135 claims. However, to summarize, Brown refers to a flooring, ceiling, or wall partition system having an array of modular units disposed over a conductor accommodating supporting layer disposed over a base surface, as set forth in the abstract. There are

two sets of modular units, and the supporting layer allows the free passage of conductors between adjoining and opposing horizontal and vertical elements, allowing devices located in the horizontal and vertical elements to freely communicate with one another, as further described in the abstract.

However, the passages identified by the Examiner do not seem to refer to polymeric planks used for a flooring system, as in the claimed invention. The description appears to be exclusively concerned with conventional tiles, such as ceramic tiles. The other passage identified by the Examiner as important (col. 7, lines 47 and 48), refers to the damping effect of the cushioning layer, as well as the "flexible joints" used to hold the tile together.

As such, Brown does not overcome any of the deficiencies of Peralt Anstalt. Furthermore, the solvents used in the present invention are different from the adhesives of Brown, and are better characterized as welding agents, in that they weld the polymeric planks together by virtue of being able to partially dissolve the materials of the planks. Such solvents are obviously not the same as the elastomeric adhesives mentioned in Brown, and would clearly also produce a very different type of joint than that shown in Brown.

Additionally, Peralt Anstalt teaches away from the claimed invention, by having overlapping planks. Therefore, one skilled in the art would not combine Peralt Anstalt and Brown together. Accordingly, the rejection under 35 U.S.C. §103(a) over Peralt Anstalt in view Brown should be withdrawn.

If there are any questions, the Examiner is encouraged to contact the undersigned by telephone.

CONCLUSION

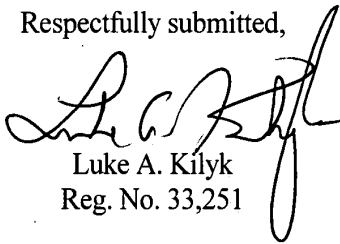
In view of the following remarks, the applicants respectfully request consideration of this

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application and the timely allowance of the pending claims.

If there are any other fees due in connection with the filing of this response, please charge the fees to Deposit Account No. 50-0925. If a fee is required for an extension of time under 37 C.F.R. § 1.136 not accounted for above, such extension is requested and should also be charged to said Deposit Account.

Respectfully submitted,



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Attachment: NALFA Publication (1998)

VERSION WITH MARKINGS TO SHOW CHANGES

IN THE SPECIFICATION:

On page 8, paragraph beginning on line 2 and ending on line 15.

With respect to the bonding agent or composition, the bonding agent or composition contains a compound capable of dissolving the thermoplastic material forming the core of the plank. Also, if a spline is used, the spline material can be chosen to interact with the bonding agent so that the edges of the core of the plank and spline are all welded together into a joint. These compounds are typically considered solvents. Preferred examples of the solvents include, but are not limited to, [tetrahydrofuran] tetrahydrofuran (THF), cyclohexanone, methylene chloride, dimethyl formamide, toluene, acetone, ethylene dichloride, methyl ethyl ketone, n-methyl pyrrolidone, methyl isobutyl ketone, dipropyl ketone, isophorone, methyl amyl ketone, nitrobenzene, methyl cyclohexanone, and acetonyl acetone. Preferably, the solvent is [tetrahydrofuran] tetrahydrofuran or a methyl alkyl ketone or an alkyl alkyl ketone. Mixtures of two or more solvents can be used to form the bonding agent or composition. For instance, [tetrahydrofuran] tetrahydrofuran and methyl alkyl ketone can be used as a mixture in any ratio. Preferably, the [tetrahydrofuran] tetrahydrofuran is present in a higher amount than the methyl alkyl ketone, such as methyl ethyl ketone. Preferably, the ratio of [tetrahydrofuran] tetrahydrofuran to methyl ethyl ketone is 9:1 to 1:1 based on a weight percent. Other combinations of solvents can also be present in the bonding agent or composition. Depending upon the particular thermoplastic forming the core of the plank, certain solvents are more effective in increasing the bonding strength between two connected planks. For instance, when the core is made of polyvinyl chloride, [tetrahydrofuran] tetrahydrofuran is quite effective as well as methyl ethyl ketone and nitrobenzene.

When the thermoplastic forming the core is an acrylonitrile-butadiene-styrene polymer (ABS resin), methylene chloride, toluene, acetone, ethylene dichloride, methyl ethyl ketone, and/or [tetrahydrafuran] tetrahydrofuran are quite effective in achieving high bonding strengths between two connected planks or tiles. It is within the bounds of the application to include mixtures of various solvents as long as the solvents do not negatively affect the ability to achieve bonding between two or more planks or tiles. The solvents are commercially available from several sources.

IN THE CLAIMS:

1. (Amended) A floor surface covering comprising two or more polymeric flooring planks having edges, wherein said planks are connected to each other by a bonding agent, wherein said bonding agent is present on at least one of the edges of at least one of the planks, and wherein said bonding agent comprises at least one solvent [capable of] that at least [bonding] bonds the edges of the planks.
2. (Amended) The floor surface covering of claim 1, wherein said bonding agent consists essentially of [tetrahydrafuran] tetrahydrofuran.
3. (Amended) The floor surface covering of claim 1, wherein said bonding agent consists of [tetrahydrafuran] tetrahydrofuran.
4. (Amended) The floor surface covering of claim 1, wherein said bonding agent comprises [tetrahydrafuran] tetrahydrofuran, cyclohexanone, methylene chloride, dimethyl formamide, toluene, acetone, ethylene dichloride, methyl ethyl ketone, n-methyl pyrrolidone, methyl isobutyl ketone, dipropyl ketone, isophorone, methyl amyl ketone, nitrobenzene, methyl cyclohexanone, acetonyl acetone, or combinations thereof.

5. (Amended) The floor surface covering of claim 1, wherein said bonding agent is present on at least each edge of each thermoplastic plank connected together to another thermoplastic plank.

6. (Amended) The floor surface covering of claim 1, wherein said bonding agent is present on two opposite edges of each individual plank.

19. (Amended) A floor surface covering comprising two or more polymeric flooring planks and splines located between at least a portion of said polymeric planks, wherein at least a portion of said planks and splines are connected to each other by a bonding agent comprising at least one solvent [capable of bonding] that bonds at least the spline and plank together, wherein said bonding agent is applied to at least one of the edges of at least one of the individual planks, splines, or both.

20. (Amended) The floor surface covering of claim 19, wherein said bonding agent comprises [tetrahydrofuran] tetrahydrofuran, cyclohexanone, methylene chloride, dimethyl formamide, toluene, acetone, ethylene dichloride, methyl ethyl ketone, n-methyl pyrrolidone, methyl isobutyl ketone, dipropyl ketone, isophorone, methyl amyl ketone, nitrobenzene, methyl cyclohexanone, acetonyl acetone, or combinations thereof.

22. (Amended) The floor surface covering of claim 1, wherein said polymeric flooring plank is in the shape of a tile.

23. (Amended) The floor surface covering of claim 1, wherein said polymeric flooring plank has a polymeric core with a laminate affixed on the surface of the core.

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27. (Amended) The floor surface covering of claim 1, wherein said bonding agent comprises at least two different solvents capable of at least bonding the edges of the polymeric portion of the plank.